

UNITED STATES DISTRICT COURT FOR THE  
MIDDLE DISTRICT OF ALABAMA

Donna Dorsey Davis,  
as an individual and derivatively upon behalf  
of I-65 Properties, Inc.

Plaintiff,

VS.,

CIVIL ACTION NO: 2:06cv766

Richard M. Dorsey, as an individual,  
and CD& O, LLC, as a necessary party,

Defendant.

and

Richard M. Dorsey,  
Dorsey Motor Sales, Inc.,  
and TD & O, Inc.,

Counter Plaintiffs,

VS.

Donna Dorsey Davis,

Counter Defendant.

## Counter-Defendant's Answer to Counter-Plaintiffs' Counter Claim

Comes now the Counter-Defendant, Donna Dorsey Davis, as an individual, by and through the undersigned counsel, and files this Answer and states as grounds the following: (The numbered paragraph for the answer correlates to the numbered paragraph for the Counter claim.)

**Answer**

1. Counter-Defendant admits the allegations of paragraph One.
2. Counter-Defendant admits the allegations of paragraph Two.
3. Counter-Defendant is without sufficient knowledge, information or belief to admit or deny the allegations contained in Paragraph 3 of Counter-Plaintiff's Counter-Complaint and therefore demands strict proof thereof.
4. Counter-Defendant admits the allegations of paragraph Four.
5. Counter-Defendant admits the allegations of paragraph Five.
6. Counter-Defendant denies the allegations of paragraph Six and demands strict proof thereof.
7. Counter-Defendant denies the allegations of paragraph Seven and demands strict proof thereof.
8. Counter-Defendant denies the allegations of paragraph Eight and demands strict proof thereof.
9. Counter-Defendant denies the allegations of paragraph Nine and demands strict proof thereof.
10. This paragraph does not require a substantive response by the Counter-Defendant. Therefore, for purposes of clarity, the Counter-Defendant reasserts her denial of all previous denials that have been pled.
11. Counter-Defendant denies the allegations of paragraph Eleven and demands strict proof thereof. Furthermore, Counter-Defendant has no knowledge of any agreement whereby Davis promises to pay Counter-Plaintiffs the sum of \$518,645.16.

12. Counter-Defendant denies the allegations of paragraph Twelve and demands strict proof thereof.
13. This paragraph does not require a substantive response by the Counter-Defendant. Therefore, for purposes of clarity, the Counter-Defendant reasserts her denial of all previous denials that have been pled.
14. Counter-Defendant denies the allegations of paragraph Fourteen and demands strict proof thereof.
15. This paragraph does not require a substantive response by the Counter-Defendant. Therefore, for purposes of clarity, the Counter-Defendant reasserts her denial of all previous denials that have been pled.
16. Counter-Defendant denies the allegations of paragraph Sixteen and demands strict proof thereof.
17. This paragraph does not require a substantive response by the Counter-Defendant. Therefore, for purposes of clarity, the Counter-Defendant reasserts her denial of all previous denials that have been pled.
18. Counter-Defendant denies the allegations of paragraph Eighteen and demands strict proof thereof.
19. This paragraph does not require a substantive response by the Counter-Defendant. Therefore, for purposes of clarity, the Counter-Defendant reasserts her denial of all previous denials that have been pled.
20. Counter-Defendant denies the allegations of paragraph Twenty and demands strict proof thereof.

21. Counter-Defendant denies the allegations of paragraph Twenty-one and demands strict proof thereof.
22. This paragraph does not require a substantive response by the Counter-Defendant. Therefore, for purposes of clarity, the Counter-Defendant reasserts her denial of all previous denials that have been pled.
23. Counter-Defendant denies the allegations of paragraph Twenty-three and demands strict proof thereof.
24. Counter-Defendant denies the allegations of paragraph Twenty-four and demands strict proof thereof.

For further answer, the Counter-Defendant would additionally plead as follows:

25. The Counter-Plaintiff's Counter-claim is due to be dismissed under Ala. Code § 7-3-118(b): "If no demand for payment is made to the maker, an action to enforce the note is barred if neither principal nor interest on the note has been paid for a continuous period of 10 years." (1975).

RESPECTFULLY SUBMITTED,

By: s/Lindsay B. Erwin  
Lindsay B. Erwin (ERW005)  
ASB-5299-y59e

Meacham, Earley & Fowler, P.C.  
5704 Veterans Parkway  
Columbus, GA 31904  
(706) 576-4064

**CERTIFICATE OF SERVICE**

I hereby certify that on this 6<sup>th</sup> day of April, 2007, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system and have served a copy of same electronically and placing a copy of same in the United States Mail, postage prepaid and properly addressed to:

Clifford W. Cleveland  
Post Office Box 680689  
Prattville, Alabama 36068

James E. Roberts  
4908 Cahaba River Road, Suite 204  
Birmingham, Alabama 35243

s/Lindsay B. Erwin  
Of Counsel